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6 Attorneys for Defendant
7 ZURICH AMERICAN INSURANCE COMPANY

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 SOUTHERN DIVISION

11 PACIFIC PREMIER BANCORP,
12 INC. a Delaware corporation, and
13 PACIFIC PREMIER BANK, a
California corporation,

14 Plaintiffs,

15 v.

16 ZURICH AMERICAN INSURANCE
17 COMPANY, a New York corporation,
and COLUMBIA CASUALTY
COMPANY, an Illinois corporation,

18 Defendants.

Case No. 8:22-cv-00842-CJC-DFMx

Hon. Cormac J. Carney
Courtroom 9 B

**DEFENDANT ZURICH AMERICAN
INSURANCE COMPANY'S NOTICE
OF MOTION AND MOTION TO
DISMISS FIRST AMENDED
COMPLAINT
(Fed. R. Civ. P. 12(b)(6))**

Date: September 26, 2022
Time: 1:30 p.m.
Courtroom: 9 B

22
23 **TO PLAINTIFFS AND THEIR ATTORNEYS OF RECORD:**

24 **PLEASE TAKE NOTICE** that on Monday, September 26, 2022 at 1:30 p.m.
25 in Courtroom 9 B of the Ronald Reagan Federal Building and United States
26 Courthouse, 411 West Fourth Street, Courtroom 9 B, Santa Ana, CA 92701-4516,
27 Defendant Zurich American Insurance Company ("Zurich"), by and through its
28

1 attorneys of record, hereby moves to dismiss the First Amended Complaint of
 2 Pacific Premier Bancorp, Inc. and Pacific Premier Bank (“Plaintiffs”) pursuant to
 3 Federal Rule of Civil Procedure 12(b)(6).

4 Zurich seeks dismissal of this action because Plaintiffs have failed to
 5 adequately allege facts sufficient to state a claim upon which relief can be granted.
 6 Plaintiffs’ claims for breach of contract, declaratory relief, and “bad faith” all fail as
 7 a matter of law because these claims are premised on an obligation and failure to
 8 pay policy benefits due. However, Plaintiffs’ claim for coverage falls squarely
 9 within the “Lending Act” exclusion in the Zurich Policy, and Plaintiffs have not and
 10 cannot allege a covered loss. Accordingly, Plaintiffs’ First Amended Complaint
 11 should be dismissed with prejudice.

12 This Motion is based on this Notice, the Memorandum of Points and
 13 Authorities, arguments made in reply to any opposition to this Motion, such oral
 14 argument and evidence that may be presented at the hearing, and the papers, records,
 15 and pleadings on file herein.

16 This Motion is made following the conference of counsel pursuant to Local
 17 Rule 7-3, which took place on July 1, 2022.

20 Dated: July 29, 2022

CLYDE & CO US LLP

21 By: /s/ Susan Koehler Sullivan

22 SUSAN KOEHLER SULLIVAN

23 PATRICK R. EMERSON

24 Attorneys for Defendant

25 ZURICH AMERICAN INSURANCE
 26 COMPANY